

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

**JERRY LEON DEES, JR.,**

**Plaintiff,**

**v.**

**HYUNDAI MOTOR MANUFACTURING  
ALABAMA, LLC, and HYUNDAI  
MOTOR AMERICA, INC.,**

**Defendants.**

**CIVIL ACTION NO.:  
2:07-cv-00306-MHT-CSC**

**DEFENDANT HYUNDAI MOTOR AMERICA, INC.'S  
MOTION FOR ALLOWANCE OF COSTS**

Defendant Hyundai Motor America, Inc. (hereinafter “HMA” or “Defendant”) files this motion and supporting authorities to seek reimbursement of costs incurred in this case. HMA has contemporaneously attached hereto a Bill of Costs and the Affidavit of J. Trent Scofield (defense counsel) in connection with this motion as Exhibit A. In further support, HMA states:

**I. Procedural History**

1. In this action, Plaintiff Jerry Leon Dees asserted three causes of action (USERRA, outrage, and conversion) against two defendants: HMA and Hyundai Motor Manufacturing Alabama, LLC (“HMMA”). (Doc. 2, Complaint).

2. Plaintiff sought to bind HMA on an alter ego-mere instrumentality theory of recovery. (*Id.*). From the outset of this litigation, HMA denied it played any role in Plaintiff’s termination and maintained it was a separate and distinct entity from Plaintiff’s former employer, HMMA. At the same time, HMMA admitted that it had employed Plaintiff and HMA had no role in terminating him. HMA timely moved to dismiss Plaintiff’s claims against it. (Doc. 8).

However, this Court denied HMA's motion to dismiss and deferred resolution of this issue until summary judgment. (Doc. 11). HMA then filed its answer and denied liability as to all claims that Plaintiff asserted against it. (Doc. 17).

3. During discovery, Plaintiff aggressively pursued all of his claims against both HMA and HMMA. In the context of deciding a discovery dispute, this Court noted:

As a practical matter the court is skeptical about the efficacy of the plaintiff spending time, effort and money to pursue a theory that will profit him little or nothing. Even if he is successful on his claims, the plaintiff's recovery will not be changed by showing that Hyundai Motor America, Inc. had anything to do with his treatment. Indeed, the court has been tempted to employ the general provisions of FED.R.CIV.P. 1 to restrict the scope of depositions "to secure the just, speedy and inexpensive determination of" this action. But, in the end, the plaintiff knows his case the best, and where as here the discovery is consistent with the rules, the court should not interfere simply because the court thinks the tactics are fruitless and wasteful.<sup>1</sup>

4. Both HMA and HMMA timely moved for summary judgment. (*See* Docs. 67-69). Plaintiff opposed entry of summary judgment and, at all times maintained that he was entitled to recovery against HMA on all of the claims he had asserted against it. (Doc. 107 at pp. 14-15, 35-37).

5. On May 21, 2008, the Court entered an Opinion which summarily rejected all of Plaintiff's claims against HMA. (Doc. 186 at pp. 4-7, 22-25). On the same date, a Rule 58 Judgment was entered dismissing all claims against HMA. (Doc. 187).

## **II. Argument**

6. Because HMA prevailed on the state law claims asserted by Plaintiff, HMA is entitled to seek costs pursuant to 28 U.S.C. § 1920.

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<sup>1</sup> Doc. 88 at p. 5. The Court further notes, "And, of course, if he [plaintiff] is not successful he only has substantially increased his cost of litigation." *Id.* at n. 7.

7. USERRA provides that “[n]o fees or court costs may be charged against any person claiming rights under this chapter.” 38 U.S.C. § 4323(h).

8. However, the statute **does not** specifically prohibit a court from taxing fees and costs against a plaintiff who has asserted claims that are separate and distinct from USERRA claims.

9. The mere fact that Dees asserted USERRA claims against HMA in addition to his state law claims does not preclude this Court from taxing costs and fees against him. *See Brinkley v. Dialysis Clinic, Inc.*, 2006 WL 566799 (M.D. Ala. March 1, 2006) (costs taxed against three plaintiffs related to race discrimination claims even though same plaintiffs also had claims for violations of USERRA) (Thompson, J.); *see also, Chance v. Dallas Cty Hosp. Dist.*, 176 F.3d 294 (5<sup>th</sup> Cir. 1999) (a plaintiff who asserts multiple claims and does not prevail may be taxed costs except as to those attributable to the filing and advancing of an USERRA claim); *Key v. Hearst Corp.*, 963 F. Supp. 283 (S.D.N.Y. 1997) (without specifically discussing the issue, taxing costs against a USERRA plaintiff when the plaintiff’s original complaint also included a claim for breach of contract, a state military law claim and alleged violations of Title VII and § 1981).

10. In discovery, the parties conducted the following depositions: Jerry Dees, Wendy Warner, Robert A. Clevenger, John Gerald Kalson, Mickey Ralph Phillips, Gwang Mun, and Katherine Dees.

11. This Court has held that it is appropriate for a defendant to seek costs incurred in the taking of depositions. *See Brinkley*, 2006 WL 566799, at 1 (M.D. Ala. March 1, 2006) (citing *United States v. Kolesar*, 313 F.2d 835, 837-38 (5<sup>th</sup> Cir. 1963) and *Coleman v. Roadway Express*, 158 F.Supp.2d 1304, 1310 (M.D. Ala. 2001) (Thompson, J.)).

12. Because Gwang Mun does not speak English as his first language, HMA hired a Korean interpreter for his deposition.

13. Recovery of costs for the use of interpreters is provided by 28 U.S.C. § 1920(6). *See Herard v. ATN Restaurant, Inc.*, 2008 WL 123596 at \*3 (S.D. Fla. 2008 January 8, 2008) (taxing of costs for an interpreter for use at plaintiff's deposition where plaintiff does not speak English is proper.)

14. In addition, through the course of discovery, Plaintiff noticed the deposition of HMA's corporate representative for January 21, 2008 in Fountain Valley, California. On Friday January 18, 2008, Plaintiff's counsel cancelled HMA's corporate representative deposition. Due to the short notice of the cancellation and the fact that the deposition was scheduled for a legal holiday, HMA incurred the cost of a non-refundable airline ticket for its counsel.

15. Based on the foregoing facts and authority, HMA submits that it is entitled to the costs and fees set forth in its Bill of Costs attached hereto as Exhibit A.

16. There is no genuine dispute that costs of \$5,372.50, which represents the court reporter and interpreter fees and the cost of the non-refundable airline ticket, were related in large part to Dees' claim that HMA engaged in outrageous behavior and converted his personal belongings in violation of Alabama law.

17. Under these circumstances, Defendant HMA submits that requiring Plaintiff to reimburse Defendant for the costs related to depositions (i.e., court reporter fees and costs of deposition transcripts), interpreter fees and the non-refundable airline ticket would be fair and equitable.

### III. Conclusion

18. For the foregoing reasons, HMA respectfully requests that this Honorable Court grant leave for HMA to file a Bill of Costs. A copy of the proposed Bill of Costs and Affidavit of J. Trent Scofield are attached hereto as Exhibit A.

Respectfully submitted this the 19th day of June, 2008.

/s/ J. Trent Scofield

Timothy A. Palmer (PAL009)

J. Trent Scofield (SCO024)

T. Scott Kelly (KEL053)

OGLETREE, DEAKINS, NASH,

SMOAK & STEWART, P.C.

One Federal Place, Suite 1000

1819 Fifth Avenue North

Birmingham, AL 35203-2118

Tel.: (205) 328-1900

Fax: (205) 328-6000

E-mail: tim.palmer@odnss.com

E-mail: trent.scofield@odnss.com

E-mail: scott.kelly@odnss.com

Attorneys for Defendants Hyundai Motor  
Manufacturing Alabama, LLC and  
Hyundai Motor, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 19th day of June, 2008, I electronically filed the foregoing *Motion for Allowance of Costs* on behalf of Defendant Hyundai Motor America, Inc. with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: W. Perry Hall, Vincent F. Kilborn, III, David Allen McDonald, Jeffrey R. Sport, T. Scott Kelly, Matthew K. Johnson, and Timothy A. Palmer.

/s/ J. Trent Scofield

J. Trent Scofield (SCO024)  
OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
One Federal Place, Suite 1000  
1819 Fifth Avenue North  
Birmingham, AL 35203-2118  
Tel.: (205) 328-1900  
E-mail: trent.scofield@odnss.com

**Jerry Dees v. HMMA**  
**2:07-cv-00306-MHT-CSC**

**EXHIBIT A**

**Hyundai Motor America's Inc.**  
**Bill of Costs**

**and**

**Affidavit of J. Trent Scofield**

AO 133 (Rev. 8/06) Bill of Costs

## UNITED STATES DISTRICT COURT

MIDDLE

District of

ALABAMA

Jerry Leon Dees, Jr., Plaintiff

## BILL OF COSTS

V.

Hyundai Motor America, Inc., Defendant

Case Number: 2:07cv306-MHT

Judgment having been entered in the above entitled action on May 21, 2008 against Plaintiff,  
Date  
 the Clerk is requested to tax the following as costs:

Fees of the Clerk .....	\$ _____
Fees for service of summons and subpoena .....	_____
Fees of the court reporter for all or any part of the transcript necessarily obtained for use in the case (see Attachment A)	\$ 3,761.75
Fees and disbursements for printing .....	_____
Fees for witnesses (itemize on page two) .....	_____
Fees for exemplification and copies of papers necessarily obtained for use in the case .....	_____
Docket fees under 28 U.S.C. 1923 .....	_____
Costs as shown on Mandate of Court of Appeals .....	_____
Compensation of court-appointed experts .....	_____
Compensation of interpreters and costs of special interpretation services under 28 U.S.C. 1828 .....	\$ 556.80
(see Attachment B)	
Other costs (please itemize) .....	\$ 1,053.50
(see Attachment C)	
TOTAL	\$ 5,372.50

SPECIAL NOTE: Attach to your bill an itemization and documentation for requested costs in all categories.

## DECLARATION

I declare under penalty of perjury that the foregoing costs are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed. A copy of this bill has been served on all parties in the following manner:

- ☒ Electronic service by e-mail as set forth below and/or  
☐ Conventional service by first class mail, postage prepaid as set forth below.

s/ Attorney: 

Name of Attorney: J. Trent Scofield

For: HYUNDAI MOTOR AMERICA, INC.

Name of Claiming Party

Date: June 19, 2008

Costs are taxed in the amount of \_\_\_\_\_ and included in the judgment.

Clerk of Court

By: \_\_\_\_\_

Deputy Clerk

Date





**Attachment A**

**FEES OF THE COURT REPORTER FOR ALL OR ANY PART OF THE  
TRANSCRIPT NECESSARILY OBTAINED FOR USE IN THE CASE  
AGAINST HYUNDAI MOTOR AMERICA, INC.**

Exh.

1.	Deposition of Jerry Dees taken on November 20, 2007		\$1,358.35
2.	Deposition of Wendy Warner taken on November 15, 2007		\$ 673.40
3.	Deposition of Robert A. Clevenger taken on December 13, 2007		\$ 486.25
4.	Depositions of John Gerald Kalson and Mickey Ralph Phillips taken January 18, 2008		\$ 495.00
5.	Deposition of Gwang Mun taken on January 8, 2008	\$185.65	
	Deposition of Katherine Dees taken January 8, 2008	<u>\$375.60</u>	\$ 561.25
6.	Video Deposition of Gwang Mun taken on January 8, 2008 (see attached Notice of Video Deposition from Plaintiff)		<u>\$ 187.50</u>
<b>TOTAL COURT REPORTER FEES:</b>			<b>\$3,761.75</b>

**FREEDOM REPORTING, INC.**

367 Valley Avenue - Birmingham, AL 35209

Toll Free: 1-877-373-3660

205-397-2397 Fax: 205-397-2398

www.freedomreporting.com

Tax ID Number: 20-2776665

Matthew K. Johnson  
 Ogletree, Deakins, Nash (SC)  
 300 North Main Street  
 Suite 5  
 Greenville, SC 29601

December 4, 2007

Invoice# 00060346

Balance: \$1,358.35

6363.34 Deposition of Jerry Dees


Re: Jerry Leon Dees, Jr. vs. Hyundai Manufacturing Alabama, LLC  
 Montgomery / 2:07-CV-00306-MHT-CSC / Jerry Leon Dees, Jr.  
 on 11/20/07  
 by Angela Smith McGalliard

**Invoicing Information**

Charge Description	Amount
Per Diem: 1	120.00
Original & copy: 389 pages	1,186.45
Exhibits/B & W: 34	11.90
Condensed/concordance(s):	10.00
Depo Disk:	15.00
Postage: DHL	15.00

Deponent: Jerry Leon Dees, Jr.

Vendor # 215320 Location # 111  
 Approved by JWJ Date DEC 18 2007  
 Resp. Party # \_\_\_\_\_  
 G/L code 2012  
 Client/Matter # 6363.34  
 Cost Code 5170  
 Voucher # \_\_\_\_\_ Pay Date \_\_\_\_\_

ok to PDI JTS -  


Please Remit - - - &gt; Total Due: \$1,358.35

All Invoices are due within 30 days of receipt



**Henderson & Associates Court Reporters, Inc.**

Post Office Box 2263

Mobile, AL 36652

Phone #: (251)694-0950 Fax #: (251)694-7930

To:

**J. TRENT SCOFIELD, ESQUIRE**  
**OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**  
**ONE FEDERAL PLACE, STE. 1000, 1819 FIFTH AVE N**  
**BIRMINGHAM, AL 35203**

Employer I.D. No. 63-1183616

Statement Date:

11/27/2007

Invoice No.

27,811

PLEASE REFERENCE THIS  
INVOICE NUMBER WHEN  
REMITTINGRE: DEES VS. HYUNDAI MOTOR MANUFACTURING ET ALDeposed: WARNERDeposition Date: 11/15/2007

DONNA HENDERSON

6363.34  
 Deposition of Wendy Warner

Code	Description	Charges
03	Copy of Transcript - <u>WENDY WARNER</u>	549.00
05	Copy of Exhibits	89.40
04	Condensed Transcript	20.00
07	ASCIi Disk	5.00
06	Postage	10.00
Vendor # <u>209058</u> Location # <u>111</u> Approved by <u>JWJ</u> Date <u>DEC 4 2007</u> Resp. Party # _____ G/L code <u>2012</u> Client/Matter # <u>6363.34</u> Cost Code <u>5170</u> Voucher # _____ Pay Date _____		
To ensure proper credit, please enclose a copy of this invoice with payment. We also accept Visa & Mastercard credit card payments!		
<b>Total:</b>		<b>673.40</b>

TOTAL BALANCE  
DUE:

673.40



du to Pg 1 JTS

**Henderson & Associates Court Reporters, Inc.**

Post Office Box 2263

Mobile, AL 36652

Phone #: (251)694-0950 Fax #: (251)694-7930

To:

TRENT SCOFIELD, ESQUIRE  
 OGLETREE, DEAKINS, NASH, SMOAK & STEWART  
 P.O. BOX 2757  
 GREENVILLE, SC 29602

Employer I.D. No. 63-1183616

Statement Date:
12/21/2007
Invoice No.
28,011

PLEASE REFERENCE THIS  
INVOICE NUMBER WHEN  
REMITTING

RE: DEES VS. HYUNDAI MOTOR MANUFACTURING ET AL

Deposed: WARNER, CLEVINGER

STACEY LJOHNSON

Deposition Date: 12/13/2007

Code	Description	Charges
03	Copy of Transcript - <del>WENDY WARNER</del>	27.00
03	Copy of Transcript - <u>ROBERT A CLEVINGER</u>	412.20
05	Copy of Exhibits	3.30
04	Condensed Transcript	20.00
07	ASCI Disk	5.00
06	Postage	10.00
05L	Laser Copy of Exhibits	8.75
<p>6363.34- Dees v. Hyundai          Depositions of Wendy Warner &amp;          Robert Clevenger</p>		
<p>To ensure proper credit, please enclose a copy of          this invoice with payment.          We also accept Visa &amp; Mastercard credit card          payments!</p>		
<b>Total:</b>		<b>486.25</b>

Vendor # 209058 Location # 111  
 Approved by SWJ Date DEC 31 2007  
 Resp. Party # \_\_\_\_\_  
 G/L code 2012  
 Client/Matter # 6363.34  
 Cost Code 5170  
 Voucher # \_\_\_\_\_ Pay Date \_\_\_\_\_

TOTAL BALANCE  
DUE:

486.25

EXHIBIT

3

Attachment A

ou to P-1  
 JTS -

**Henderson & Associates Court Reporters, Inc.**

Post Office Box 2263

Mobile, AL 36652

Phone #: (251)694-0950 Fax #: (251)694-7930

To:

J. TRENT SCOFIELD, ESQUIRE  
 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
 ONE FEDERAL PLACE, STE. 1000, 1819 FIFTH AVE N  
 BIRMINGHAM, AL 35203

Employer I.D. No. 63-1183616

Statement Date:

1/24/2008

Invoice No.

28,336

PLEASE REFERENCE THIS  
INVOICE NUMBER WHEN  
REPLYING

RE: DEES VS. HYUNDAI MOTOR MANUFACTURING ET AL

Deposed: KALSON, PHILLIPS

Deposition Date: 1/18/2008

6363.34  
 Reps. of John Kalson &  
 Mickey Phillips

STACEY LJOHNSON

Code	Description	Charges
03	Copy of Transcript - <u>JOH GERALD KALSON</u>	111.60
03	Copy of Transcript - <u>MICKEY RALPH PHILLIPS</u>	315.00
05	Copy of Exhibits	8.40
04	Condensed Transcript	40.00
07	CD	10.00
06	Postage	10.00
Vendor # <u>209058</u> Location # <u>111</u> Approved by <u>JWJ</u> Date <u>FEB 5 2008</u> Resp. Party # _____ G/L code <u>2012</u> Client/Matter # <u>6363.34</u> Cost Code <u>5170</u> Voucher # _____ Pay Date _____		
To ensure proper credit, please enclose a copy of this invoice with payment. We also accept Visa & Mastercard credit card payments!		
<b>Total:</b>		<b>495.00</b>

TOTAL BALANCE  
DUE:

495.00



ok to pay/jrs

**Henderson & Associates Court Reporters, Inc.**

Post Office Box 2263

Mobile, AL 36652

Phone #: (251)694-0950 Fax #: (251)694-7930

To:

MATTHEW K. JOHNSON, ESQUIRE  
 OGLETREE, DEAKINS, NASH, SMOAK & STEWART  
 P.O. BOX 2757  
 GREENVILLE, SC 29602

Employer I.D. No. 63-1183616

Statement Date:

1/23/2008

Invoice No.

28,306

PLEASE REFERENCE THIS  
INVOICE NUMBER WHEN  
REMITTING

RE: DEES VS. HYUNDAI MOTOR

6363.34

Deposed: DEES

Deposition Date: 1/08/2008

*Depositions of Mrs. Dees  
 & Gwang Mun*

STACEY L JOHNSON

Code	Description	Charges
02	<del>Original &amp; One Copy of Transcript - KATHERINE DEES</del>	345.60
04	Condensed Transcript	0.00
01	Per Diem - Half Day	60.00
06	Postage	10.00
03	Copy of Transcript - <u>GWANG MUN</u>	140.40
05	Copy of Exhibits	1.50
05L	Laser Copy of Exhibits	3.75
<p>To ensure proper credit, please enclose a copy of this invoice with payment.            We also accept Visa &amp; Mastercard credit card payments!</p>		
Total:		561.25

received  
 1-24-08

Vendor # 209059 Location # 111  
 Approved by JWJ Date JAN 29 2008  
 Resp. Party # \_\_\_\_\_  
 G/L code 202  
 Client/Matter # 6363.34  
 Cost Code 5170  
 Voucher # \_\_\_\_\_ Pay Date \_\_\_\_\_

TOTAL BALANCE DUE: 561.25



**Henderson & Associates Court Reporters, Inc.**

Post Office Box 2263

Mobile, AL 36652

Phone #: (251)694-0950 Fax #: (251)694-7930

To:

MATTHEW K. JOHNSON, ESQUIRE  
 OGLETREE, DEAKINS, NASH, SMOAK & STEWART  
 P.O. BOX 2757  
 GREENVILLE, SC 29602

Employer I.D. No. 63-1183616

Statement Date:

1/18/2008

Invoice No.

28,269

PLEASE REFERENCE THIS  
INVOICE NUMBER WHEN  
REMITTING

RE: DEES VS. HYUNDAI MOTOR MANUFACTURING ET AL

Deposed: VIDEO

HENDERS HENDERSON &amp; ASSOCIATES

Deposition Date: 1/08/2008

Code	Description	Charges
V2	COPY VIDEO DEPOSITION OF GWANG MUN	187.50
<p>Vendor # <u>209058</u> Location # <u>111</u>            Approved by <u>JW</u> Date <u>JAN 29 2008</u>            Resp. Party # _____            G/L code <u>2012</u>            Client/Matter # <u>6363.34</u>            Cost Code <u>570</u>            Voucher # _____ Pay Date _____</p>		
<p>To ensure proper credit, please enclose a copy of            this invoice with payment.            We also accept Visa &amp; Mastercard credit card            payments!</p>		<p><b>Total:</b> 187.50</p>

TOTAL BALANCE  
DUE:

187.50



ok/jts



**Attachment B**

**COMPENSATION OF INTERPRETERS AND COSTS OF SPECIAL  
INTERPRETATION SERVICES UNDER 28 U.S.C. 1828**

- |    |   |                  |
|----|---|------------------|
| 1. | Raymond K. Kim, Interpreter's Compensation and Costs for<br>Interpretation of deposition of Gwang Mun | <u>\$ 556.80</u> |
|----|---|------------------|

<b><i>TOTAL COMPENSATION &amp; COSTS OF INTERPRETERS:</i></b>	<b><i>\$ 556.80</i></b>
---	-------------------------

**RAYMOND K. KIM**Registered Korean Language Interpreter  
Georgia State License #R-08830Telephones: 770-495-3851 (Voice & Fax) 404-723-4140 (Cell)  
2109 Hallston drive, Duluth, GA 30097**INTERPRETATION SERVICE SUMMARY**

Date: 1 Jan 2008 Start Time: 10:00 AM CST End time: 3:00 PM  
 Miles Driven (2-way): 404 Driving Time: 2.0 Hrs.; Parking Fee:         
 (1st 2 HRS FREE)  
 Person Receiving Service: JUSTIN MUN; Case #         
 Location of Service: HAMPTON INN MONTGOMERY SOUTH-AIRPORT  
60 WADSWORTH RD, HOPE HULL, AL 36043  
 Name of Provider Organization: OGLETREE, ET AL., BIRMINGHAM, AL  
 Name of Service Provider: J. TRENT SCOTFIELD (205 714 4422)  
MATT JOHNSON  
 Next Appointments:         
 Signature of Provider: [Signature]

Mr. Kim was interpreter  
at Mr. Mun's deposition.

INVOICE NUMBER:        DATE: 01-08-08

Customer: OGLETREE ET AL.; Customer Order #         
ONE FEDERAL PLACE STE 1000  
 Address: 1819 5TH AVE NORTH, BIRMINGHAM, AL 35203-2118  
 Telephone: 205 335 1800 Fax       ; e-mail: TRENT.SCOTFIELD@OGLETREE.COM  
 Fee Rate: \$.50/Hr. Chargeable Hours: 5 Hrs; Total: \$ 250.00  
 (1st 2 HRS FREE)  
 Mileage Allowance: \$ 0.45/mile; Miles Driven: 404 Miles; Total: \$ 181.80  
 Parking Fee:        \$ -0-  
 Driving Time Allowance (if greater than 2 hours): 5 HRS X \$.25 \$ 125.00  
 Invoice Total \$ 556.80  
 Mail Check to: RAYMOND K. KIM, 2109 Hallston drive, Duluth, GA 30097

ok to pay/jts

Vendor # new Location # 111  
 Approved by JWS Date JAN 15 2008  
 Resp. Party #         
 G/L code 2012  
 Client/Matter # 6363.34  
 Cost Code 5550  
 Voucher #        Pay Date       



12/04/2007 05:07 12514 747

KRM ATTORNEYS

PAGE 03/08

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

JERRY LEON DEES, JR.,

Plaintiff,

vs.

HYUNDAI MOTOR MANUFACTURING  
ALABAMA, LLC and HYUNDAI MOTOR  
AMERICA, INC.,

Defendants.

\*

\*

\*

Case No. 2:07-cv-00306-MHT-CSC

\*

\*

\*

NOTICE OF VIDEO DEPOSITION

TO:

J. Trent Scofield, Esq.  
T. Scott Kelly, Esq.  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
One Federal Place, Ste. 1000  
1819 Fifth Avenue North  
Birmingham, AL 35203

Matthew K. Johnson, Esq.  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
P.O. Box 2757  
Greenville, SC 29602

DEPONENT: GWANG MUN

DATE: December 20, 2007

TIME: 9:00 a.m.

LOCATION: TBA  
Montgomery, Alabama


12/04/2007 05:07 1251 5747

KRM ATTORNEYS ..

PAGE 04/08

PLEASE TAKE NOTICE that attorneys for the Plaintiff, JERRY LEON DEES, JR., will take the pre-trial video-taped discovery deposition of GWANG MUN at the time, date and location indicated above, upon oral examination pursuant to the Federal Rules of Civil Procedure before an officer duly authorized to administer oaths and swear witnesses. The oral examination will continue from day to day until completed, and you are invited to attend and examine the deponent.

Dated this 4th day of December, 2007.



---

Jeffrey R. Sport (SPORJ5390)  
Vincent F. Kilborn, III (KILBV4484)  
KILBORN & ROEBUCK  
1810 Old Government Street  
Post Office Box 66710  
Mobile, Alabama 36660  
Telephone: (251) 479-9010  
Fax: (251) 479-5747

OF COUNSEL:

David A. McDonald, Esq. (MCDOD5329)  
KILBORN, ROEBUCK & MCDONALD  
203 South Warren Street (36602)  
P.O. Box 832  
Mobile, AL 36601  
(251) 434-0045 Telephone  
(251) 434-0047 Fax  
Email: darn@krmllaw.us

12/04/2007 05:07 1251 747

KRM ATTORNEYS

PAGE 05/08

CERTIFICATE OF SERVICE

I do hereby certify that I have served on this 4<sup>th</sup> day of December, 2007, the foregoing pleading on all counsel of record by depositing a copy of same in the United States Mail with postage prepaid to:

J. Trent Scofield, Esq.  
T. Scott Kelly, Esq.  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
One Federal Place, Ste. 1000  
1819 Fifth Avenue North  
Birmingham, AL 35203

Matthew K. Johnson, Esq.  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
P.O. Box 2757  
Greenville, SC 29602

  
\_\_\_\_\_  
COUNSEL

**Attachment C**

**OTHER COSTS:**

1. Cost of non-refundable airline tickets for HMA attorney due to plaintiff's cancellation of HMA's 30b deposition on Friday, January 18, 2008, for deposition scheduled in Fountain Valley, California on Monday, January 21, 2008, a legal holiday \$ 1,053.50

***TOTAL OTHER COSTS:*** ***\$ 1,053.50***

6414583.1



Travel Incorporated  
(864) 297-8726  
864 297-8726 / 800 262-1175  
800 952-8739 Vacations

Date: January 16, 2008  
Record Locator: 37HNBQ / 05T  
Ticket Number: 006-7185731487  
Account No.: 092401

JOHNSON, MATTHEW.K  
OGLETREE DEAKINS NASH

Smook And Stewart  
300 N Main St  
Greenville Sc 29602

AIR :: Sunday, Jan 20  
Delta #1985  
Departing: (GSP) Greenville Sc at 3:35P  
Arriving: (ATL) Atlanta at 4:36P Terminal: S  
Flight Time: 1.01 Hour(s)

Coach (H Class) for Johnson/Matthew.K 10-C \*\*Reserved\*\* Confirmed Flight Plane: CR9  
Other: Flight Operated By Another Carrier Which May Require Check-In At The Following Airline:  
Skywest Airlines DI Confirmation #Djfpjx Seat 10-C \*\*Reserved\*\* Johnson/Matthew.K  
Freq. #DL2323539334

AIR :: Sunday, Jan 20  
Delta #75  
Departing: (ATL) Atlanta at 5:35P Terminal: S  
Arriving: (LAX) Los Angeles at 7:32P Terminal: 5  
Flight Time: 4.57 Hour(s)

Coach (H Class) for Johnson/Matthew.K 43-B \*\*Reserved\*\* Confirmed Flight Plane: 757  
Other: DI Confirmation #Djfpjx Seat 43-B \*\*Reserved\*\* Johnson/Matthew.K Reservation Will Be  
Monitored For Correct Seat Preference Aisle/Window Seat Unavailable/Center Confirmed-Check At  
Gate  
Freq. #DL2323539334

CAR :: Sunday, Jan 20  
Avis  
Pick Up: Los Angeles Intl-Terminal on Sun, Jan 20 At Sun/DI0075-1932  
Return: 9217 Airport Blvd on Tue, Jan 22 At 1140  
Conf #: CONFO-22826775US6 PEXP

Phone- 310-342-9200 Rate-(guaranteed) Usd 53.83 Daily Unlimited Mileage Extra Day Charge  
53.83 Unlimited Mileage Extra Hour Charge 26.92 Unlimited Mileage Approx Total 142.18 Usd  
Includes Taxes-Fees-Surcharges 1 Full Size Car Corporate Id-A715900 Concession Recovery  
Fee May Apply Ba-086007 Seat Assignment At Airport Only-Arrive Early To Check-In  
Freq. #J6L76R

AIR :: Tuesday, Jan 22  
Delta #44  
Departing: (LAX) Los Angeles at 11:40A Terminal: 5  
Arriving: (CVG) Cincinnati at 6:52P Terminal: 3  
Flight Time: 4.12 Hour(s)

Coach (H Class) Confirmed Flight Plane: 757  
Other: DI Confirmation #Djfpjx Reservation Will Be Monitored For Correct Seat  
Preference  
Freq. #DL2323539334

AIR :: Tuesday, Jan 22  
Delta #8246  
Departing: (CVG) Cincinnati at 7:45P Terminal: 3  
Arriving: (GSP) Greenville Sc at 8:58P  
Flight Time: 1.13 Hour(s)

Coach (H Class) for Johnson/Matthew.K 16-B \*\*Reserved\*\* Confirmed Flight Plane: ERJ  
Other: Flight Operated By Another Carrier Which May Require Check-In At The Following Airline:  
Chautauque Airlines DI Confirmation #Djfpjx Seat 16-B \*\*Reserved\*\* Johnson/Matthew.K  
Freq. #DL2323539334

FEE :: Thursday, Jan 24

Fee: Fee-Domestic Air  
Amount: \$31.00  
Other: Additional Fees May Apply For Voids \* Refunds \* Exchanges

#### ithinerary / Invoice Charges:

Service Charge	31.00
Tax	0.00
Total Fees	31.00
Air Fare	916.27
Tax	106.23
Total Air Fare	1022.50
Total Invoice Amount	1053.50
Amount Charged	1053.50

#### Additional:

This Amount Will Be Charged To Credit Card: Ax

#### Message from your Agent:

Car added.

No Car Requested  
No Hotel Requested  
Plan To Arrive At The Airport A Minimum Of 2 Hrs  
Prior To Departure. Photo Id And Boarding Pass  
Are Required For Airport Security And Check-In.  
Ticket Is Nonrefundable  
\$75.00 Per Ticket Penalty Applies For Changes/Cancellation  
Changes To Flight May Result In Higher Fare  
Car Rental Locations May Not Accept Debit Cards. Please  
Contact The Location You Are Renting From Directly  
To Verify Payment Policy.  
Avis 24hr Emergency Road Side Assistance 1-800-354-2847  
Avis Customer Service 1-800-352-7900

Frequent Flyer Numbers  
Johnson/Matthew.K DI2323539334

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

**JERRY LEON DEES, JR.,**

\*

**Plaintiff,**

\*

**vs.**

\*

**Case No. 2:07-cv-00306-MHT-CSC**

**HYUNDAI MOTOR MANUFACTURING  
ALABAMA, LLC and HYUNDAI MOTOR  
AMERICA, INC.,**

\*

\*

**Defendants.**

\*

**AMENDED NOTICE OF DEPOSITION OF  
HYUNDAI MOTOR AMERICA, INC.  
PURSUANT TO RULE 30(b)(6) OF THE FEDERAL RULES OF CIVIL PROCEDURE**

**TO:.** J. Trent Scofield  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
One Federal Place, Ste. 1000  
1819 Fifth Avenue North  
Birmingham, AL 35203

Matthew K. Johnson, Esq.  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
P.O. Box 2757  
Greenville, SC 29602

**DEPONENT:** **HYUNDAI MOTOR AMERICA, INC.**

**DATE:** January 21, 2008

**TIME:** 9:00 a.m.

**LOCATION:** HMA Corporate Headquarters  
10550 Talbert Avenue  
Fountain Valley, CA 92708

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil



Procedure, attorneys for the Plaintiff, JERRY LEON DEES, JR., will take the deposition of the Defendant HYUNDAI MOTOR AMERICA, INC. by its designated agent or agents most knowledgeable about and familiar with the matters set forth below, at the time, date and location indicated above upon oral examination before a Notary Public or other officer duly authorized to administer oaths and swear witnesses. The oral examination(s) will continue from day to day until completed.

**MATTERS ON WHICH EXAMINATION IS REQUESTED**

The subject matters for which the deponent(s) will be requested to testify are as follows:

1. The relationship between HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC and HYUNDAI MOTOR AMERICA, INC. to show the extent to which HMMA is the alter ego of HMA and/or that HMMA is a mere instrumentality of HMA.
2. The circumstances surrounding the decision to halt production for several calendar days in 2007.

**DUCES TECUM**

Please take further notice that the witness or witnesses designated by the plaintiff, notified hereby to appear for this deposition, be prepared to testify in the matters described and enumerated above, and are requested to bring to the deposition pursuant to Rule 30(b)(5) of the Federal Rules of Civil Procedure and make available for copying the following documents, records, and other items set forth in Exhibit A attached.

Dated this 4th day of January, 2008.



Jeffrey R. Sport (SPORJ5390)  
Vincent F. Kilborn, III (KILBV4484)  
KILBORN & ROEBUCK  
1810 Old Government Street  
Post Office Box 66710  
Mobile, Alabama 36660  
Telephone: (251) 479-9010  
Fax: (251) 479-6747

OF COUNSEL

David A. McDonald, Esquire  
KILBORN, ROEBUCK & MCDONALD  
203 South Warren Street (36602)  
P.O. Box 832  
Mobile, AL 36601  
(251) 434-0045 Telephone  
(251) 434-0047 Fax  
Email: dam@krmlaw.us

**CERTIFICATE OF SERVICE**

I do hereby certify that I have served on this 4th day of January, 2008, the foregoing pleading on all counsel of record by depositing a copy of same in the United States Mail with postage prepaid to:

J. Trent Scofield  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
One Federal Place, Ste. 1000  
1819 Fifth Avenue North  
Birmingham, AL 35203\

Matthew K. Johnson, Esq.  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
P.O. Box 2757  
Greenville, SC 29602



COUNSEL

**EXHIBIT A**  
**PRODUCTION OF DOCUMENTS PURSUANT**  
**TO RULE 30(b)(5)**

Please produce at the time and place of your deposition noticed on the attached NOTICE OF DEPOSITION the following documents (the words “document” or “documents” as used herein shall include, without limitation, all written, recorded, electronically-generated, or graphic matter whatsoever and all non-identical copies thereof, including, but not limited to, papers, books, records, letters, photographs, tangible things, correspondence, communications, telegrams, cables, facsimile messages, memoranda, notes, notations, work papers, work orders, transcripts, minutes, reports, records of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, instructions, guidelines, video tapes, audio tapes, electronically-stored data, e-mails, attachments to e-mails, computer disks, CAD, charts, manuals, brochures, publications, schedules, journals, books of accounts, diaries, lists, tabulations, newsletters, drafts, proofs, galleries, or other pre-publication forms or materials, telephone lists or indexes, Rolodexes, records or invoices reflecting business operations, canceled checks, vouchers, ledger sheets, spreadsheets, witness statements, findings of investigations, minutes of any corporate meetings, minutes of meetings of boards of directors of corporations, records of negotiations, reports of experts, reports of consultants, any notes or drafts relating to any of the foregoing, all records kept by electronic, photographic, optical, or mechanical means, on “C:” or similar drives, all things similar to the foregoing, and any other documents as defined by the *Federal Rules of Civil Procedure* of any kind in your possession, custody or control, or known by you to exist):

1. Any and all documents that relate or refer to the relationship or affiliation of any kind (including but not limited to licensing agreements, stock ownership, common officers or directors, intercompany debt or debt guaranties or financing) between Hyundai Motor America, Inc. (“HMA”) and Hyundai Motor Manufacturing Alabama, LLC (“HMMA”), including but not limited to:
  - a. Agreements for the sale or manufacture of automobiles or automobile parts and accessories between HMMA and HMA, including any agreements with any other “Hyundai entity”<sup>1</sup> for the sale or manufacture of vehicles or parts manufactured by HMMA;
  - b. Agreements between HMA and HMMA, including but not limited to, management agreements, stock option agreements, labor and/or collective bargaining agreements, executive compensation agreements, and retirement or pension plans and agreements;

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<sup>1</sup> “Hyundai entity” refers to Hyundai Motor Company in Seoul, South Korea, as well as any affiliate, subsidiary, partner (limited or otherwise) or agent of Hyundai Motor Company.

- c. Agreements between HMMA and any supplier of parts, materials and/or services in which HMA or any other Hyundai entity has any financial or beneficial interest in existence at any time from 2004 through present;
- d. Any employment agreements or other documents evidencing any other arrangement or accommodations between HMA and HMMA relating to the sharing of the costs, benefits, charges or expenses of any officers, directors, or employees performing duties for both entities from 2004 through present;
- e. Any expense reports, vouchers, or other documents evidencing travel of HMMA officers, directors, or employees to HMA, or HMA officers, directors, or employees to HMMA from 2004 through present;
- f. Invoices for automobiles and parts sold by HMMA to HMA, or suitable summaries thereof from 2004 through present;
- g. If automobiles and/or parts are sold to another Hyundai entity for HMA's benefit, invoices for automobiles sold to that entity, or suitable summaries thereof, from 2004 through present;
- h. Any intercompany journal entries with supporting invoices, vouchers, or other documentation showing costs of HMA transferred to HMMA, or vice versa, including any costs of HMA or HMMA transferred to the other via pass-through of another Hyundai entity from 2004 through present;
- i. Any and all documents, including correspondence, evidencing communications between HMA and HMMA from 2005 through the present;
- j. Any other documents that relate or refer to any relationship, business arrangement, or contact between HMA and HMMA from 2004 through present.
- k. Any consolidated federal or state tax returns evidencing the consolidated taxable income of HMA and HMMA, including any returns consolidating other Hyundai entities in addition to HMA and HMMA, and including any returns prepared, maintained or distributed outside of the United States from 2004 through present;
- l. Any audited, reviewed, or compiled financial statements evidencing the consolidated results of HMA and HMMA, including financial statements prepared, maintained or distributed outside of the United States from 2004 through present;
- m. All required financial or other filings with the United States government or regulatory agencies thereof within the last three years from 2004 through present; and

- n. Any documents or records evidencing the sharing or allocation of assets or resources of HMMA with HMA within the State of Alabama, including but not limited to, office or building space, real estate, equipment, employees, company vehicles, or funds from 2004 through present.
2. Organizational chart showing the management hierarchy within HMA and HMMA as well as the reporting lines of communication and control above HMA and HMMA.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

**JERRY LEON DEES, JR.,**

**Plaintiff,**

**v.**

**HYUNDAI MOTOR MANUFACTURING  
ALABAMA, LLC, and HYUNDAI  
MOTOR AMERICA, INC.,**

**Defendants.**

**CIVIL ACTION NO.:  
2:07-cv-00306-MHT-CSC**

**AFFIDAVIT OF J. TRENT SCOFIELD**

I, J. Trent Scofield, being first duly sworn, testify as follows:

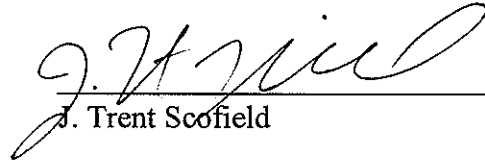
1. I am a citizen and resident of the State of Alabama. I am over 18 years of age, and I am otherwise competent to testify in this matter. I have personal knowledge of the facts stated herein. The following facts are true to the best of my information and knowledge.

2. I am an attorney who is licensed to practice law in the State of Alabama. I have served as counsel of record for Hyundai Motor America, Inc. ("HMA") throughout the case styled Jerry Leon Dees, Jr. v. Hyundai Motor Manufacturing Alabama, LLC and Hyundai Motor America, Inc., Docket No. 2:07-CV-00306-MHT-CSC in the United States District Court for the Middle District of Alabama, Southern Division.

3. This affidavit is in support of the Bill of Costs for costs incurred in the defense of this matter on behalf of the Defendant. The total for these items is \$5,372.50. These costs are detailed within the Itemization of Costs which has been attached to the Bill of Costs.

4. I declare under penalty of perjury that the foregoing costs itemized in the Bill of Costs submitted to the Court are correct, are reasonable based upon my years of experience in this legal community, and were necessarily incurred in this action.

**FURTHER AFFIANT SAITH NOT.**

  
J. Trent Scofield

STATE OF ALABAMA           )  
  )  
COUNTY OF JEFFERSON    )

Sworn to and subscribed this 19<sup>th</sup> day of June, 2008.

  
NOTARY PUBLIC

My Commission Expires: 12-1-09

**CERTIFICATE OF SERVICE**

I hereby certify that on the 19<sup>th</sup> day of June, 2008, I electronically filed the foregoing pleading on behalf of Defendant Hyundai Motor America, Inc. with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: W. Perry Hall, Vincent F. Kilborn, III, David Allen McDonald, Jeffrey R. Sport, T. Scott Kelly, Matthew K. Johnson, and Timothy A. Palmer.

/s/ J. Trent Scofield  
J. Trent Scofield (SCO024)  
OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
One Federal Place, Suite 1000  
1819 Fifth Avenue North  
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